

Senate File 469

H-1331

1 Amend Senate File 469, as passed by the Senate, as follows:

2 1. Page 1, before line 1 by inserting:

3 <DIVISION I
4 CONTINUING NONCONFORMING USES OF CERTAIN DWELLINGS>

5 2. Page 3, after line 22 by inserting:

6 <DIVISION ____
7 RENTAL AGREEMENTS

8 Sec. _____. Section 562B.10, subsection 5, Code 2021, is
9 amended to read as follows:

10 5. Rental agreements shall be for a term of one year unless
11 otherwise specified in the rental agreement. Rental agreements
12 shall be canceled by at least ~~sixty~~ ninety days' written notice
13 given by either party. A landlord shall not cancel a rental
14 agreement solely for the purpose of making the tenant's mobile
15 home space available for another mobile home.

16 DIVISION ____
17 RETALIATION

18 Sec. _____. Section 562B.32, subsection 1, paragraph d, Code
19 2021, is amended to read as follows:

20 *d.* For exercising any of the rights and remedies pursuant
21 to this chapter or chapter 216.

22 Sec. _____. Section 562B.32, subsection 2, Code 2021, is
23 amended to read as follows:

24 2. If the landlord acts in violation of subsection 1
25 of this section, the tenant is entitled to the remedies
26 provided in section 562B.24 and has a defense in an action for
27 possession. In an action by or against the tenant, evidence
28 of a complaint within ~~six months~~ one year prior to the alleged
29 act of retaliation creates a presumption that the landlord's
30 conduct was in retaliation. The presumption does not arise
31 if the tenant made the complaint after notice of termination
32 of the rental agreement. For the purpose of this subsection,
33 "*presumption*" means that the trier of fact must find the
34 existence of the fact presumed unless and until evidence is
35 introduced which would support a finding of its nonexistence.

1 Sec. ____ . EFFECTIVE DATE. This division of this Act, being
2 deemed of immediate importance, takes effect upon enactment.

3 DIVISION ____
4 CONSUMER FRAUD

5 Sec. ____ . Section 562B.4, Code 2021, is amended by adding
6 the following new subsection:

7 NEW SUBSECTION. 3. A violation of this chapter by a
8 landlord, or an agent of the landlord, is an unlawful practice
9 under section 714.16.

10 DIVISION ____
11 RENT INCREASES

12 Sec. ____ . Section 562B.14, subsection 7, Code 2021, is
13 amended by striking the subsection and inserting in lieu
14 thereof the following:

15 7. *a.* A landlord shall not increase the amount of rent
16 due by any tenant in a manufactured home community or mobile
17 home park unless the tenant is notified, in writing, of the
18 rent increase at least ninety days before the effective date
19 of the rent increase. The effective date of any increase in
20 the amount of rent shall not be less than one year after either
21 the effective date of the most recent rent increase or the
22 beginning of the tenancy, whichever is later.

23 *b.* A landlord that ceases to provide a utility that was
24 provided for under the rental agreement without a corresponding
25 and proportionate reduction in rent shall be considered to have
26 increased rent for the purposes of this chapter and the notice
27 requirements provided in paragraph "a" shall apply.

28 DIVISION ____
29 TENANT COUNTERCLAIM FOR LANDLORD NONCOMPLIANCE

30 Sec. ____ . Section 562B.25, Code 2021, is amended by adding
31 the following new subsection:

32 NEW SUBSECTION. 5. *a.* In an action for possession based
33 upon nonpayment of the rent or in an action for rent in which
34 the tenant is in possession, the tenant may counterclaim for an
35 amount that the tenant may recover under the rental agreement

1 or this chapter. In that event, the court from time to time
2 may order the tenant to pay into court all or part of the rent
3 accrued and thereafter accruing, and shall determine the amount
4 due to each party. The party to whom a net amount is owed
5 shall be paid first from the money paid into court, and the
6 balance by the other party. If rent does not remain due after
7 application of this section, judgment shall be entered for
8 the tenant in the action for possession. If the defense or
9 counterclaim by the tenant is without merit and is not raised
10 in good faith, the landlord may recover reasonable attorney
11 fees.

12 *b.* In an action for rent in which the tenant is not
13 in possession, the tenant may counterclaim as provided in
14 paragraph "a", but the tenant is not required to pay any rent
15 into court.

16 DIVISION ____

17 DISCLOSURE OF UTILITY CHARGES

18 Sec. ____ . Section 562B.14, subsection 6, Code 2021, is
19 amended to read as follows:

20 6. *a.* The landlord or any person authorized to enter into
21 a rental agreement on the landlord's behalf shall provide a
22 written explanation of utility rates, charges, and services to
23 the prospective tenant before the rental agreement is signed
24 unless the utility charges are paid by the tenant directly to
25 the utility company.

26 *b.* If a landlord obtains a utility service from a utility
27 provider and furnishes the utility to the tenant and the
28 landlord's charge to the tenant is based upon the utility
29 provider's charge or rate for the use of such utility to
30 consumers and the utility provider increases the charge or
31 rate, the landlord shall notify tenants of such increase,
32 including the effective date of such increase, within five days
33 of the landlord receiving the utility provider's notice of the
34 increase. An increase in the landlord's charge to a tenant
35 for the utility that corresponds to the same increase in the

1 utility provider's charge or rate to the landlord shall be
2 effective thirty days after the landlord provides the written
3 notice of such increase to the tenant, unless the landlord does
4 not receive at least sixty days' prior notice of such increase
5 from the utility provider in which case no prior notice of the
6 increase from the landlord to the tenant is required for the
7 increase to be effective.

8 DIVISION ____
9 UTILITY CHARGES

10 Sec. ____ . Section 562B.16, Code 2021, is amended by adding
11 the following new subsection:

12 NEW SUBSECTION. 3. A landlord that is responsible for
13 payment of utilities being provided to the tenant shall not
14 charge to the tenant an amount in excess of the actual cost of
15 the utility and as specified in writing under section 562B.14,
16 subsection 6. However, in addition to the actual cost of the
17 utility, a landlord that is responsible for the payment of one
18 or more utilities being provided to the tenant may impose a
19 monthly utility administration fee to each tenant not to exceed
20 five dollars per month.

21 Sec. ____ . Section 562B.25, Code 2021, is amended by adding
22 the following new subsection:

23 NEW SUBSECTION. 2A. The failure of a tenant to pay utility
24 charges that exceed the actual cost of the utility provided
25 as required by section 562B.16, subsection 3, shall not be
26 considered noncompliance with the rental agreement.

27 DIVISION ____
28 UNLAWFUL OUSTER

29 Sec. ____ . Section 562B.24, Code 2021, is amended to read as
30 follows:

31 **562B.24 Tenant's remedies for landlord's unlawful ouster,**
32 **exclusion, or diminution of services.**

33 If the landlord unlawfully removes or excludes the tenant
34 from the manufactured home community or mobile home park or
35 willfully diminishes services to the tenant by interrupting

1 or causing the interruption of electric, gas, water, or
2 other essential service to the tenant, the tenant may recover
3 possession, require the restoration of essential services or
4 terminate the rental agreement and, in either case, recover an
5 amount not to exceed two months' periodic rent, and twice the
6 actual damages sustained by the tenant, and reasonable attorney
7 fees. If the rental agreement is terminated, the landlord
8 shall return all prepaid rent and security.

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DIVISION ____

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WRONGFUL FAILURE TO PROVIDE ESSENTIAL SERVICES

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Sec. ____ . NEW SECTION. 562B.23A Wrongful failure to supply

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running water or essential services.

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1. If contrary to the rental agreement or section 562B.16

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the landlord deliberately or negligently fails to supply

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running water or other essential services, the tenant may give

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written notice to the landlord specifying the breach and may

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do one of the following:

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a. Procure reasonable amounts of water or other essential

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services during the period of the landlord's noncompliance and

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deduct the actual and reasonable cost from the rent.

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b. Recover damages based upon the diminution in the fair

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market value of the mobile home space.

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c. Recover any rent already paid for the period of the

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landlord's noncompliance, which shall be reimbursed on a pro

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rata basis.

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2. If the tenant proceeds under this section, the tenant may

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not proceed under section 562B.22 as to that breach.

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3. The rights under this section do not arise until the

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tenant has given notice to the landlord or if the condition was

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caused by the deliberate or negligent act or omission of the

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tenant, a member of the tenant's family, or other person on the

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premises with the consent of the tenant.

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DIVISION ____

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PROHIBITED RENTAL AGREEMENT PROVISION — HOME EQUIPMENT

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Sec. ____ . Section 562B.11, subsection 1, Code 2021, is

1 amended by adding the following new paragraph:

2 NEW PARAGRAPH. e. Agrees to modify the mobile home,
3 manufactured home, or modular home in a way that would
4 substantially impair the ability of the tenant to move the
5 home from the mobile home space, unless such modification is
6 required by federal law, including but not limited to the
7 model manufactured home installation standards, 24 C.F.R. pt.
8 3285, the manufactured home construction and safety standards,
9 24 C.F.R. pt. 3280, or the manufactured home procedural and
10 enforcement regulations, 24 C.F.R. pt. 3282, or by state or
11 local law, the manufacturer's installation instructions, any
12 requirement arising from the landlord's financing of the home
13 or of the mobile home park or manufactured home community in
14 which the home is located, or unless such modification is
15 otherwise necessary for the safe and proper installation of the
16 home.

17 DIVISION _____

18 LANDLORD SALES

19 Sec. _____. NEW SECTION. **562B.17A Sale of mobile home by**
20 **landlord.**

21 1. Any sale of a mobile home located in a manufactured
22 home community or mobile home park by a landlord or landlord's
23 agent shall be by written agreement and the landlord shall
24 produce and assign the current certificate of title obtained
25 from the department of transportation. The agreement shall
26 state the basic terms of sale, including the total cost of
27 the mobile home, finance charges, annual percentage rate, and
28 the frequency and amount of each installment payment. Such
29 agreement shall comply with the finance charge rate limitation
30 in section 103A.58, subsection 1.

31 2. Any such sale that does not comply with this section
32 may be voided by the buyer and the buyer may recover damages
33 incurred, amounts paid as a rental deposit in excess of two
34 months' rent for the mobile home, and reasonable attorney fees.

35 3. A claim under subsection 2 may be combined with an action

1 under chapter 648.

2 Sec. _____. Section 648.19, subsection 1, Code 2021, is
3 amended to read as follows:

4 1. An action under **this chapter** shall not be filed in
5 connection with any other action, with the exception of a claim
6 for rent or recovery as provided in **section 555B.3, 562A.24,**
7 **562A.32, 562B.17A, 562B.22, 562B.25, or 562B.27,** nor shall it
8 be made the subject of counterclaim.

9

DIVISION ____

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MANUFACTURED HOUSING PROGRAM FUND

11 Sec. _____. Section 16.45, subsection 1, Code 2021, is amended
12 to read as follows:

13 1. A manufactured housing program fund is created within
14 the authority to further the goal of providing affordable
15 housing to Iowans. The moneys in the fund are to be used for
16 the purpose of providing funding to financial institutions or
17 other lenders to finance the purchase by an individual of a
18 manufactured home that is in compliance with all laws, rules,
19 and standards that are applicable to manufactured homes and
20 manufactured housing. ~~The manufactured housing program fund
21 is designed exclusively for manufactured homes sited on leased
22 land.>~~

23 3. Title page, by striking lines 1 through 3 and inserting
24 <An Act relating to manufactured, modular, and mobile homes and
25 site-built dwelling units, including zoning regulations, rental
26 agreements, actions associated with such properties, and the
27 manufactured housing program fund, and including effective date
28 provisions.>

29 4. By renumbering as necessary.

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